



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

April 21, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

TELEPHONE  
(213) 974-2101

FACSIMILE  
(213) 626-1812

# 18      APRIL 21, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:  
RECOMMENDATION TO AWARD CONTRACT FOR  
PERSONAL PROPERTY AUCTIONEERING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is recommending approval to award the Personal Property Auctioneering Services contract to CWS Marketing Group, which met TTC's proposal requirements as a result of a Request For Proposals (RFP) released on February 4, 2009.

TTC serves as the Public Administrator (PA) for the County and, pursuant to California Probate Code, is responsible for administering decedent estates. TTC also provides services at conservatee estates under agreement with the Public Guardian. Approval of the recommended contract will ensure continued delivery of personal property auctioneering services for decedent and conservatee estates throughout Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and instruct the Chairman to sign the attached contract with CWS Marketing Group (CWS), to provide personal property auctioneering services, commencing May 21, 2009 or upon the date of Board approval, whichever is later, at a Commission Rate of up to a maximum of 22% of gross sales and a Buyer's Premium of up to a maximum of 15%;
2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the term of the contract;
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and/or to add and/or change

certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Executive Officer, provided County Counsel approval is obtained prior to execution of such amendments;

4. Delegate authority to the TTC to approve if necessary, any assignment and delegation of services performed by CWS, in order to ensure continuation of the personal property auctioneering service needs to meet TTC's fiduciary obligations to conservatee and decedent estates under its administration provided that County Counsel approval is obtained prior to such assignment;
5. Request authority for the Contractor to use the County seal and/or TTC's logo on a non-exclusive, limited license for all advertising and promotional materials used in marketing of TTC personal property auctions only.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Probate Code requires the PA of each county to take charge of and administer decedent estates for which no personal representative has been appointed. The TTC serves as the PA of Los Angeles County and, under contract, also provides administrative services to the County Public Guardian as representative of certain conservatee estates. The California Probate Code authorizes the Public Administrator to sell personal property of decedent or conservatee estates, when necessary for the best interest of the estates, either by public or private sale.

The TTC currently contracts with Ken Porter Auctions (KPA), a private agency, to provide personal property auctioneering services. This contract expires May 20, 2009. The proposed Contract with CWS will ensure continuation of the personal property auctioneering services.

#### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness and Fiscal Responsibility. The recommended Contract provides for ongoing personal property auctioneering services.

#### **FISCAL IMPACT/FINANCING**

There is no net County cost, as the auctioneer will be paid a commission of up to a maximum of 22% of gross sales from each auction of estate assets. The buyers will also pay up to a maximum 15% fee as a premium on their purchase directly to the auctioneer. This buyer's premium does not financially impact the estates or the County.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services.

The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment

openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when Contract is within six (6) months from expiration of term.

The recommended Contract with CWS is for a term of one (1) year with four (4) one-year and six (6) month-to-month extensions, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, Chief Executive Office and County Counsel requirements.

CWS will not be asked to perform services that exceed the Contract Commission Rate, scope of work, or Contract dates. The Contract expressly provides that the County has no obligation to pay for expenditures by CWS that exceed the maximum Contract Commission Rate. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contract with CWS has been reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

TTC released a Request for Proposals (RFP) on February 4, 2009, to one hundred and twenty-one (121) prospective proposers. The prospective proposers are listed in Attachment I, which consists of TTC's proposers list and Los Angeles County's online Website of vendors. A notice of the RFP was posted on the Los Angeles County Bid Website (Attachment II), and posted on the TTC Website. A Mandatory Proposer's Conference was held at TTC's Warehouse on Tuesday, February 24, 2009, with four (4) firms attending. The proposal submission due date was Monday, March 9, 2009. One (1) firm responded with a proposal by the due date, CWS.

The proposal submitted by CWS met all of the minimum RFP requirements (Pass/Fail) and was responsive to the RFP. As required by TTC, the proposal submitted by CWS provided a description of qualifications, their proposed approach to provide services, and a quality control plan. CWS has verifiable experience providing government surplus auctions including, but not limited to, vehicles, and miscellaneous property for County of Los Angeles departments and other government entities.

CWS requested authority to use the County seal and/or TTC's logo on all advertising and promotional materials used for marketing of TTC auctions. From CWS' experience, the use of government agency names and seals in advertisements increases the rate of public response and instills a sense of confidence in the sales process and builds public awareness of the auction program resulting in increased auction attendance and potential revenue. Although the use of the County seal and/or TTC's logo is being used by a third party, the use is for the benefit of the County to promote and advertise the personal property auctions.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for CWS is included in Attachment III. CWS is not a certified Small Business Enterprise (SBE)/Community Based Enterprise (CBE). The recommendation of CWS is made without regard to race, creed or color. There are no provisions for Cost Of Living Adjustment (COLA) in the attached Contract. This is not a Proposition A Contract; and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

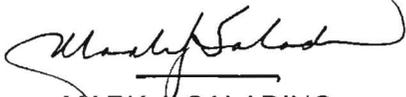
**IMPACT ON CURRENT SERVICES**

The current Contract for personal property auctioneering services expires on May 20, 2009. The recommended Contract will enable the Contractor to continue the provision of personal property auctioneering services for the TTC.

**CONCLUSION**

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO  
Treasurer and Tax Collector

MJS:KK:  
WMH:vma

Attachments (3)

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

Charles Dreyer  
P.O. Box 8183  
Newport Beach, CA 92658

Gary Fernau  
P.O. Box 2042  
Antioch, CA 94531

Mark Fischer  
P.O. Box 158  
Mokelumme Hill, CA 95245

Manuel Fonseca  
P.O. Box 37  
Hanford, CA 93232

Jim Glines  
1435 Genoa Way  
Santa Maria, CA 93455

Jerald Hampton  
Rt. 1 P.O. Box 224  
Earlimart, CA 93219

Eddie Lugo  
P.O. Box 1857  
Chino, CA 91708

Alexander Slatopolsky  
123 Siena Dr.  
Long Beach, CA 90803

Wayne Wittenmore  
36799 Avenue 15  
Madera, CA 93638

Brian Chang  
2014 Phalarope Ct.  
Costa Mesa, CA 92626

Paul Golubovs  
9974 Scripps Ranch Blvd., #33  
San Diego, CA 92131

Bill Recksiek  
326 N. Azusa Ave.  
West Covina, CA 91791

Ann Sydes  
A & A Auction  
925 A 41st Ave.  
Santa Cruz, CA 95062

Joseph Ward  
A Ward Auction  
100 Ogier Ave.  
Morgan Hill, CA 95037

Barry Abell  
A.N. Abell Auction Company  
2613 Yates Ave.  
Los Angeles, CA 90040

Greg Shore  
A-1 Auction Liquidators Inc.  
9530 Cabot Drive  
San Diego, CA 92196

Mike Vendetti  
A1 Auction Service  
P.O. Box 6359  
San Jose, CA 95150

Emilio Lemeni  
Abamex Auction Co.  
P.O. Box 81524  
San Diego, CA 92138

Jim La Ricca  
Allstate Auctioneers  
38414 95th St.  
Palmdale, CA 93550

Harry Shirik  
American Auctioneer's Group  
10721 Chandler Blvd.  
North Hollywood, CA 91601

Don Dotson  
American Auctioneers  
2595 Field Lane  
Riverside, CA 92501

Lloyd Ashman  
Ashman Co. Auctioneer & Appraisals  
Inc.  
1415 Oakland Blvd., Ste. 200  
Walnut Creek, CA 94596

Alex Steele  
Asset Reliance International, LLC  
2604B El Camino Real, #354  
Carlsbad, CA 92008

Tony Pernicone  
Avanti Fine Arts Appraisers &  
Auctioneers  
2201 Larkspure Landing Circle  
Larkspure, CA 94939

Barry Sweet  
Barry Sweet Auctioneers  
3463 State St. #464  
Santa Barbara, CA 93105

J.R. Rodeffer  
BBC  
621 S. B St., Unit H  
Tustin, CA 92780

Diane Bendis  
Bendis Auctioneers  
3410 La Sierra Ave., Ste. F-123  
Riverside, CA 92503

Imelda Rodriguez  
Bid It Up  
11426 Ventura Blvd., 2nd Floor  
Studio City, CA 91604

Bernie Bishop  
Bishop Auctions International  
P.O. Box 561  
Redondo Beach, CA 90277

Robert Duff  
Bob Duff Auctioneering  
P.O. Box 10147  
Costa Mesa, CA 92627

Brian Testo  
Brian Testo & Associates  
20969 Ventura Blvd. #225  
Woodland Hills, CA 91364

Gene Klafit  
Broken Bow Livestock Supply  
2201-D N. Hwy 101  
Buellton, CA 93427

Charles Wyatt  
C.G. Wyatt & Associates  
310 S. Los Angeles St.  
Los Angeles, CA 90013

Ashley Herman  
California State Auctioneers Association  
8880 Ballentine  
Overland Park, KS 66214

John Cardoza  
Cardoza Auctions  
2930 Geer Rd., Ste. 194  
Turlock, CA 95382

Don Johnson  
Carl Johnson Co  
3950 Jacobs Ave  
Eureka, CA 95501

Sammy Cashman  
Cashman Autions Inc.  
P.O. Box 153384  
San Diego, CA 92195

Dennis Levario  
Central Valley Auction, Inc.  
P.O. Box 37  
Hanford, CA 93232

Ann Wight  
Clutterby's Auctions  
P.O. Box 1195  
Coarsegold, CA 93614

Chuck Klaus  
CMA  
40 E. Verdugo Avenue  
Burbank, CA 91502

Mr. Kirkendale  
Coto Realty  
31441 Santa Margarita Pkwy, A-184  
Rancho Santa Margarita, CA 92688

Charles Coulter  
Coulter & Associates, Inc.  
49111 Washington St.  
La Quinta, CA 92253

Adam Alexander  
Cowan Alexander LLC  
20969 Ventura Blvd., Ste. 207  
Woodland Hills, CA 91364

Kathleen Greenaway  
DGW Auctioneers  
760 Kifer Rd.  
Sunnyvale, CA 94086

Bruce Baird  
DoveBid, Inc.  
3225 Toyon Terr.  
Alameda, CA 94501

Edward Ruhstaller  
Edward Ruhstaller Auctioneer  
P.O. Box 4023  
Stockton, CA 95204

Rami Varsha  
Empire Auctioneer  
6412 Independence Ave.  
Woodland Hills, CA 91367

Ron Fausset  
Fausset Auction Service  
1827 Summer Cloud Dr.  
Thousand Oaks, CA 91362

Fred Bush  
Fred Bush & Associates  
2151 Sampson Ave.  
Corona, CA 92879

Gene Govoreau  
General Auction Company  
7015 Knott Ave.  
Buena Park, CA 90620

Gilbert Smith  
Gilbert Smith & Associates, Inc.  
P.O. Box 260014  
Encino, CA 91426

Mark Weitz  
Great American Group  
6330 Variel Ave.  
Woodland Hills, CA 91367

Renate Hambrook  
Hambrook's Auction Center  
480 Lighthouse Avenue  
Pacific Grove, CA 93950

Redge Martin  
Harvey Clars Estate Auction & Gallery  
5644 Telegraph Ave.  
Oakland, CA 94609

Joseph Gates  
Have Gavel Will Travel  
7 Eperson Court  
Rio Vista, CA 94571

Kenneth Hollister  
Horse Housing Construction  
2201-A North Highway 101  
Buellton, CA 93427

David Huisman  
Huisman Auctions Inc.  
13070 West Stockton Blvd.  
Galt, CA 95632

Isadore Chait  
I.M. Chait Gallery  
9330 Civic Center Dr.  
Beverly Hills, CA 90210

Joe Tadlock  
Joe Tadlock Auctioneer  
13418 Leffingwell Rd.  
Whittier, CA 90605

John Moran  
John Moran Auctioneers, Inc.  
735 West Woodbury Road  
Altadena, CA 91001

John Manocchia  
John S. Manocchia Auctioneer &  
Realtor  
1741 North Rose Street  
Burbank, CA 91505

Dale Van Wagner  
Ken Porter Auctions  
22800 Normandie Ave.  
Torrance, CA 90502

Joseph Kozma  
Kozma Auction Service, Inc.  
25221 Wagner Way  
Hemet, CA 92544

Nathan Leibovici  
Nathan Leibovici & Associates  
23401 Park Sorrento #33  
Calabasas, CA 91302

James O'Brian  
O'Brian's Auction Service  
P.O. Box 643  
Mira Loma, CA 91752

Gary Ostrin  
Ostrin & Ostrin Company  
4101 Birch St. #150  
Newport Beach, CA 92660

Marti Barajas  
Pacific Auction Exchange, Inc.  
9100 Ming Ave. #202  
Bakersfield, CA 93311

Mark Rafter  
Pacific Realty Network  
12002 Lakeshore South  
Auburn, CA 95602

Donald Rehkopf  
ProAuction.Net  
1508 W. Lemon  
Lompoc, CA 93436

Irving Rabin  
Rabin Worldwide, Inc.  
298 San Bruno  
San Francisco, CA 94103

Allen Kanovsky  
Kanon & Rose  
800 Parkview Dr. #427  
Hallandale Beach, FL 33009

Kingston Auctions  
15137 Calisa St.  
Van Nuys, CA 91411

Ken McCormack  
McCormack Auction Co., Inc.  
743 El Cajon Blvd.  
El Cajon, CA 92020

David Nelson  
Nationwide Auction Systems  
13005 E. Temple Ave.  
City of Industry, CA 91746

Calvin Ogren  
Ogrens Auction  
229 S Sacramento St.  
Lodi, CA 95240

Steve Faria  
Pacific Auction Exchange  
2776 E. Yosemite  
Merced, CA 95340

Mike Grigg  
Pacific Auction Exchange, Inc.  
3709 White Lane  
Bakersfield, CA 93309

Cheryl Parker  
Partager Fine Art & Auction  
P.O. Box 220  
Solana Beach, CA 92075

Blythe Haney  
Property Bureau.com  
26421 Crown Valley Pkwy Ste. 200  
Mission Viejo, CA 92691

Chuck Sellers  
Real Estate Auction Marketing Assoc.  
9401 E. Stockton Blvd., Suite 110-B  
Elk Grove, CA 95624

Kathleen Jo Porter  
Ken Porter Auction Co. Inc.  
813 Garden Street  
Santa Barbara, CA 93101

Stephen Grove  
Kohn-Megibow Co.  
1341 N. Kraemer Blvd.  
Anaheim, CA 92806

James Mulrooney  
Mulrooney Auction Co.  
P.O. Box 748  
Galt, CA 95632

Norm Sulflow  
Norm Sulflow & Sons Auctioneers  
P.O. Box 922403  
Sylmar, CA 91392

Jack Orrill  
Orrills Auction Studio Inc.  
1910 West Adams Blvd.  
Los Angeles, CA 90018

Chuck McAtee  
Pacific Auction Exchange Inc.  
9100 Ming Ave., Ste. 103  
Bakersfield, CA 93311

Edmond Bisson  
Pacific Coast Realty & Auction  
3810 Pacific Coast Hwy.  
Torrance, CA 90505

Richard Ponterio  
Ponterio & Associates  
1818 Robinson Ave.  
San Diego, CA 93250

Ivina Okun  
Rabin Worldwide, Inc.  
298 San Bruno  
San Francisco, CA 94103

Robert Friedman  
Real Estate Disposition  
9 Goodyear  
Irving, CA 92618

Rich Wasser  
Rich Wasser, Auctioneers  
39 Shady Vista Rd.  
Rolling Hills Estates, CA 90274

Rick Cole  
Rick Cole & Associates, LLC  
2602 West Burbank Blvd.  
Burbank, CA 91505

Richard Aldersley  
Ritchie Bros. Auctioneers  
765 W. Rider St.  
Perris, CA 92571

Robert Flores  
Robert Flores Auctions  
1493 N. Montebello Blvd., Ste. 104  
Montebello, CA 90640

Ronald Gillio  
Ronald J. Gillio, Inc.  
1103 State St.  
Santa Barbara, CA 93101

Eugene Paine  
Sacramento Auction House, Inc.  
10076 Mills Station Road  
Sacramento, CA 95827

Tom Frankhouser  
Frontier Auction Service  
1220 Tasman Dr. #52  
Sunnyvale, CA 94089

Robert Slawinski  
Slawinski Auction Co.  
P.O. Box 1513  
Felton, CA 95018

Billy Humphries  
South Coast Auction  
2202 South Main St., Ste. A  
Santa Ana, CA 92707

Lee Height  
Southern California Public Auction  
P.O. Box 2967  
Garden Grove, CA 92842

Norm Haigh  
Southern California Public Auctions  
P.O. Box 2967  
Garden Grove, CA 92842

Stanley Friedman  
Stanley M. Friedman Inc.  
6644 Mission Street  
Daly City, CA 94014

Al Radzik  
Surplus Sales  
2351 W. Lugonia Ave., K  
Redlands, CA 92374

Dianne Gubin  
Tech Exec Partners, Inc.  
23679 Calabasas Road #415  
Calabasas, CA 91302

Mario Piatelli  
The Piatelli Company  
522 S. Sepulveda Blvd., #102  
Los Angeles, CA 90049

Marc Weiler  
The Weiler Group  
20721 Dearborn St.  
Chatsworth, CA 91311

James Hill  
Treasure Trove  
3538 University Avenue  
San Diego, CA 92104

Sig Hoffman  
Tri State Auction Systems  
2501 Gibson Street  
Bakersfield, CA 93308

Bob Bortenstein  
U Bid 4 It Auction Company Inc.  
7712 Densmore Ave.  
Van Nuys, CA 91406

Walter Johnson  
U.S. Enterprises  
P.O. Box 1337  
Rancho Cucamonga, CA 91701

Armando Camarena  
US Auctions  
238 N. 2nd St.  
Upland, CA 91786

Scott Van Horn  
Van Horn Auction & Appraisal Group,  
LLC  
26895 Aliso Creek Rd., Ste B 569  
Aliso Viejo, CA 92656

Walter Adams  
Walt Adams Auctioneer  
5935 E. Washington Blvd.  
Commerce, CA 90040

Walter Pietrzak  
Walter Adams, Inc.  
P.O. Box 911024  
Los Angeles, CA 90091

Jack Young  
West Auctions  
P.O. Box 278  
Woodland, CA 95776

Dennis West  
West Auctions, LLC  
P.O. Box 278  
Woodland, CA 95776

Grant Cook  
Western Construction Auctions, Inc.  
1588 S. Mission Rd., Ste. 110  
Fallbrook, CA 92028

Thomas Cook  
Western Construction Auctions, Inc.  
1588 S. Mission Rd., Ste. 110  
Fallbrook, CA 92028

Ron Evans  
Western Stockman's Market  
13801 Porterville Highway  
McFarland, CA 93250

Dain McQuarrie  
Public Surplus  
P.O. Box 50676  
Provo, UT 84605

## DOING BUSINESS WITH US

County Home

Home

E-mail

FAQ

Privacy


**L.A. county**  
**ONLINE**
*To Enrich Lives Through Effective and Caring Service*
**Search for an  
Open Bid**

A B C D E F  
G H I J K L  
M N O P Q R  
S T U V W X  
Y Z All

**Search By**

Bid Title

Submit

**Sort By**

Bid Title

Sort

**Bid Detail Information**
**Bid Number :** TTC RFP 2009-01 PPA

**Bid Title :** RFP For Personal Property Auctioneering Services

**Bid Type :** Service

**Department :** Treasurer and Tax Collector

**Commodity :** AUCTIONEERING SERVICES

**Open Date :** 2/4/2009

**Closing Date :** 3/9/2009 4:00 PM

**Bid Amount :** N/A

**Bid Download :** [Available](#)

**Bid Description :** The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting proposals for the provision of personal property auctioneering services. The enclosed RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract.

Firms that meet the minimum requirements identified in Paragraph 1.4, Minimum Mandatory Requirements, of the RFP, are invited to submit a proposal to provide services described further in Appendix B, Statement of Work (SOW), of the RFP. Potential Proposers should carefully review the RFP service requirements, whereby TTC will be providing the specific auction setup preparation as stated in Sub-paragraph 4.1 of the SOW. Proposer's should ensure that their proposal complies with all RFP requirements.

Any firm submitting a proposal must attend the scheduled Mandatory Proposer's Conference, at which firms may ask questions regarding the written specifications of the RFP; proposals from firm(s) not attending the conference will be disqualified. The conference will be held at 9:00 a.m., Pacific Time, on Tuesday, February 24, 2009, at the Treasurer and Tax Collector Warehouse, 16610 East Chestnut Street, City of Industry, CA 91748. To register to attend the conference, please call Mr. Victor Andrade, TTC Contracts Section, at (213) 974-7360 by Friday, February 20, 2009.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements, of the RFP. Proposals are due no later than 4:00 p.m., Pacific Time, Monday, March 9, 2009 and shall be delivered or mailed to: Treasurer and Tax Collector – Contracts Sections, 500 West Temple Street, Room 437, Los Angeles, CA 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Contact Name :** Victor Andrade

**Contact Phone# :** (213) 974-7360

**Contact Email :** [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)
**Last Changed On :** 2/4/2009 6:08:40 PM

[Back to Last Window](#)

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER  
PERSONAL PROPERTY AUCTIONEERING SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

<b>FIRM INFORMATION</b>	<b>CWS Marketing Group</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/ PARTNERS:</b>		
Black/African American	N/A	
Hispanic/Latino	N/A	
Asian or Pacific Islander	N/A	
American Indian	N/A	
Filipino	N/A	
All others	100%	2
Women (included above)		
<b>MANAGERS:</b>		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
All others	5	
Women (included above)		
<b>STAFF:</b>		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
All others	3	
Women (included above)		
<b>TOTAL NUMBER OF EMPLOYEES</b>	10	
<b>BUSINESS STRUCTURE</b>	Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	No	



**CONTRACT**

**BY AND BETWEEN COUNTY OF LOS ANGELES**

**AND**

**CWS MARKETING GROUP**

**FOR**

**PERSONAL PROPERTY AUCTIONEERING**  
**SERVICES**

Mo 7 6 9 7 5

## TABLE OF CONTENTS

RECITALS _____	1
1.0 APPLICABLE DOCUMENTS _____	2
2.0 DEFINITIONS _____	3
3.0 WORK _____	4
4.0 TERM OF CONTRACT _____	4
5.0 COMMISSION RATE AND BUYER'S PREMIUM/PAYMENT _____	5
6.0 ADMINISTRATION OF CONTRACT – COUNTY _____	5
COUNTY ADMINISTRATION _____	5
6.1 COUNTY'S CONTRACT ADMINISTRATOR _____	5
6.2 COUNTY'S CONTRACT MANAGER _____	6
6.3 COUNTY'S CONTRACT MONITOR _____	6
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR _____	6
7.1 CONTRACTOR'S CONTRACT MANAGER _____	6
7.2 CONTRACTOR'S AUCTION MANAGER _____	7
7.3 APPROVAL OF CONTRACTOR'S STAFF _____	7
7.4 NOTICE OF PERSONNEL CHANGES _____	7
7.5 CONTRACTOR'S STAFF IDENTIFICATION _____	7
7.6 BACKGROUND AND SECURITY INVESTIGATIONS _____	8
7.7 CONFIDENTIALITY _____	9
8.0 STANDARD TERMS AND CONDITIONS _____	10
8.1 CHANGE NOTICES AND AMENDMENTS _____	10
8.2 ASSIGNMENT AND DELEGATION _____	11
8.3 AUTHORIZATION WARRANTY _____	12
8.4 BUDGET REDUCTIONS _____	12
8.5 COMPLAINTS _____	13
8.6 COMPLIANCE WITH APPLICABLE LAW _____	14
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS _____	14
8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM _____	14
8.9 CONFLICT OF INTEREST _____	17
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST _____	18
8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS _____	18
8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT _____	18
8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW _____	22
8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM _____	22
8.15 COUNTY'S QUALITY ASSURANCE PLAN _____	23
8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS _____	23
8.17 EMPLOYMENT ELIGIBILITY VERIFICATION _____	24
8.18 FACSIMILE REPRESENTATIONS _____	24
8.19 FAIR LABOR STANDARDS _____	25
8.20 GOVERNING LAW, JURISDICTION, AND VENUE _____	25
8.21 INDEPENDENT CONTRACTOR STATUS _____	25
8.22 INDEMNIFICATION _____	26
8.23 GENERAL INSURANCE REQUIREMENTS _____	27

## TABLE OF CONTENTS

8.24	INSURANCE COVERAGE REQUIREMENTS _____	30
8.25	LIQUIDATED DAMAGES _____	31
8.26	MOST FAVORED PUBLIC ENTITY _____	33
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION _____	33
8.28	NON EXCLUSIVITY _____	35
8.29	NOTICE OF DELAYS _____	35
8.30	NOTICE OF DISPUTES _____	35
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT _____	36
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW _____	36
8.33	NOTICES _____	36
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION _____	37
8.35	PUBLIC RECORDS ACT _____	37
8.36	PUBLICITY _____	38
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT _____	38
8.38	RECYCLED BOND PAPER _____	41
8.39	SUBCONTRACTING _____	41
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM _____	42
8.41	TERMINATION FOR CONVENIENCE _____	43
8.42	TERMINATION FOR DEFAULT _____	43
8.43	TERMINATION FOR IMPROPER CONSIDERATION _____	46
8.44	TERMINATION FOR INSOLVENCY _____	47
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE _____	47
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS _____	48
8.47	VALIDITY _____	48
8.48	WAIVER _____	48
8.49	WARRANTY AGAINST CONTINGENT FEES _____	48
8.50	USE OF COUNTY SEAL AND/OR TTC'S LOGO _____	49
9.0	UNIQUE TERMS AND CONDITIONS _____	49
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM _____	49

### STANDARD EXHIBITS

- A STATEMENT OF WORK
- B COMMISSION RATE AND BUYER'S PREMIUM
- C CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION

### FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

## TABLE OF CONTENTS

- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT,  
CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CWS MARKETING GROUP  
FOR  
PERSONAL PROPERTY AUCTIONEERING SERVICES**

This Contract and Exhibits made and entered into this 21<sup>ST</sup> day of APRIL, 2009 by and between the County of Los Angeles, hereinafter referred to as County and CWS Marketing Group, hereinafter referred to as Contractor. CWS Marketing Group is located at 1808 Iowa Street, Costa Mesa, CA 92626.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Personal Property Auctioneering Services; and

WHEREAS, Contractor has submitted a proposal to the Los Angeles County Treasurer and Tax Collector (TTC) for provision of Personal Property Auctioneering Services and based upon the request for proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Board of Supervisors has authorized the TTC to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

EXHIBIT A - Statement of Work

EXHIBIT B - Commission Rate and Buyer's Premium

EXHIBIT C – Contractor's Technical Exhibits

EXHIBIT D - Contractor's EEO Certification

EXHIBIT E - County's Administration

EXHIBIT F - Contractor's Administration

EXHIBIT G - Forms Required at the Time of Contract Execution

EXHIBIT H - Jury Service Ordinance

EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Auction Manager:** The individual or alternate designated by the Contractor to provide overall management and coordination of the day-to-day auction operations and services, oversee auction set-up, auction day activities, and be on-site during each auction.
- 2.3 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.

- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be one (1) year commencing May 21, 2009 and after execution by County's Board of Supervisors, or unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the TTC. In the event the TTC desires to renew the Contract by exercising an option term, TTC shall provide Contractor with a written notice of intent to renew the Contract within reasonable time prior to the expiration of the current term of Contract. The exercise of the renewal option shall be set forth in writing, as provided in Paragraph 8.1 Change Notices and Amendments.
- 4.3** The Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to TTC at the address herein provided in Exhibit E - County's Administration.

## **5.0 COMMISSION RATE AND BUYER'S PREMIUM/PAYMENT**

**5.1** In accordance with the terms of this Contract, TTC will assign Auctions of personal property, as defined in Exhibit A, Statement of Work, to Contractor for which Contractor shall retain a commission as set forth in Exhibit B, Commission Rate and Buyer's Premium, on gross sales on items sold at Auctions.

### **5.2 Commission Payments**

The Contractor shall collect gross receipts at the auctions, subtract the appropriate commission identified in Exhibit B, Commission Rate and Buyer's Premium, and amounts for pre-approved expenses, if any; and shall, within one business day after the auction, present TTC a check for the net proceeds either in person, by certified mail, or express delivery to the County Contract Administrator, or by wire as agreed and authorized by TTC.

### **5.3 Commission Rate & Buyer's Premium**

The Contractor's commission rate and buyer's premium shall remain firm and fixed for the term of the Contract in accordance with Exhibit B, Commission Rate and Buyer's Premium.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Contract Administrator**

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 County's Contract Manager**

The responsibilities of the County's Contract Manager include:

- meeting with the Contractor's Contract Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Contract Monitor**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Contract Manager**

7.1.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Manager and County's Contract Monitor on a regular basis.

7.1.3 The Contractor's Contract Manager must have five (5) years of experience.

## **7.2 Contractor's Auction Manager**

The Contractor is also required to designate an individual to act as Auction Manager. The Auction Manager shall provide overall management and coordination of the day-to-day auction operations and services provided under the Contract. The Auction Manager or designated alternate shall be available from 7:00 A.M. to 4:00 P.M. (Pacific Time) to oversee the applicable auction preparations. In addition, the Auction Manager or designated alternate will be on site during each auction to oversee the auction day activities beginning at 7:00 a.m. and throughout its duration.

## **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

**7.4 Notice of Personnel Changes:** The Contractor shall inform the TTC Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager, alternate Contract Manager, Auction Manager, and alternate Auction Manager at the time the Contract is implemented and as changes occurs during the term of the Contract. Such notification shall be made by the Contractor no later than five (5) business days after a change occurs and shall include a current resume for the new person. The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

## **7.5 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5.1 Contractor is responsible to ensure that employees have ID badges before they are assigned to work in a County facility.

Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.5.2 Contractor shall provide adequate staff to complete the public auction. All Contractor's staff and representatives shall wear matching shirts, jackets, or vests with Contractor's logo clearly visible, in order to be easily identified by the public and by TTC.

## **7.6 Background and Security Investigations**

7.6.1 All Contractor employees performing work under this Contract shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 7.6.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 7.6.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 7.6.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.
- 7.6.5 Disqualification, if any, of Contractor employees, pursuant to this Subparagraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.6.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.5 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Paragraph 7.0, Administration of Contract - Contractor of this Contract.

## **7.7 Confidentiality**

- 7.7.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 7.7.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2, signed and provided to TTC within three (3) working days whenever there is a change in staff.
- 7.7.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G3, signed and provided to TTC within three (3) working days whenever there is a change in staff.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Work, Term, or Commission Rate or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County’s Contract Administrator.
- 8.1.2 For any change which affects the Work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the TTC.
- 8.1.3 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of

Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

8.1.4 The TTC may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

8.1.5 For any change which affects the Term of Contract, Commission Rate and/or Buyer's Premium included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of Supervisors.

## **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any

subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within **fifteen (15)** business days after Contract effective date, the Contractor shall provide TTC with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 TTC will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If TTC requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to TTC for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the **County's Contract Administrator** of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's **Contract Administrator** within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010

through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

#### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County

may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at:

<http://www.ladpss.org/dpss/gainservices/default.cfm>

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

**8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, TTC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such

damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

**8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

**8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

TTC

Contracts Section

500 West Temple Street, Room 464

Los Angeles, California 90012

Attn.: Contract Manager

fifteen (15) business days prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage's required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 **Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property

damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the County’s Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

8.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 **Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year

reporting period commencing upon termination or cancellation of this Contract.

8.24.5 **Crime Coverage** insurance limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

Employee Dishonesty: \$1 million

Theft, Disappearance & Destruction: \$1 million

8.24.6 **Surety Bond**

Pursuant to California Civil Code, Title 2.95 (commencing with Section 1812.600), "every auctioneer and auction company shall maintain a bond issued by a surety company admitted to do business in this state." A photocopy of the Surety Bond (Bond) and deposit receipt of the Bond filed with the Secretary of State in the sum of not less than twenty thousand dollars (\$20,000).

## 8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. Or in lieu of a deduction, County may invoice Contractor for said damages. A description of the work not performed and the amount to be withheld, deducted from payments, or invoiced to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.

- 8.25.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; or in lieu of a deduction, County may invoice Contractor for said damages; and/or
  - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

**8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

**8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract

Manager or County's Contract Administrator is not able to resolve the dispute, the TTC, or designee shall resolve it.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that

the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 **Financial Statements:** Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements, audited if available, for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing.

### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles

TTC – Contracts Section

500 West Temple Street, Room 464

Los Angeles, California, 90012

e-mail address:contracts@ttc.lacounty.gov

fax # (213) 687-4857

before any Subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract,

failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe

weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 Notwithstanding Sub-Paragraph 8.42.2, in the event the Contractor defaults on this Contract as described in Sub-paragraph 8.42.1 and County has given notice of termination, Contractor shall, at County's request, use reasonable efforts to continue to provide County with "Transition Services" up to one hundred and eighty (180) days before termination takes effect to allow County to re-solicit for replacement service(s). If deemed reasonably necessary, County may extend the Transition Services period by exercising its option to extend the Term on a

month-to-month basis as provided in Sub-paragraph 4.2. All provisions under this Contract shall remain in full force and effect during the Transition Services. Transition Services shall become effective upon County's notice of termination.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this

Contract.

**8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 USE OF COUNTY SEAL AND/OR TTC'S LOGO**

County claims right, title and interest in and to certain intellectual property, including but not limited to the current and former County seals and TTC logos (hereafter collectively "County Seals"). County grants to the Contractor a non-exclusive, limited use license for the sole purpose of reproducing the County Seals in Contractor's advertising and promotional materials used to market TTC auctions only, including postcard mailers, auction catalog, and webpage advertising. Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise

Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: CWS Marketing Group

By [Signature]  
Name  
Pres.  
Title

COUNTY OF LOS ANGELES  
By [Signature]  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer  
of the Board of Supervisors

By [Signature]  
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN.  
ACTING COUNTY COUNSEL

By [Signature]  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 APR 21 2009

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Mo 76975

**EXHIBIT A**

**STATEMENT OF WORK**

TABLE OF CONTENTS

<b>SECTION</b>	<b>PAGE</b>
<b>1.0 SCOPE OF WORK</b>	<b>1</b>
<b>1.1 BACKGROUND</b>	<b>1</b>
<b>1.2 SCOPE OF SERVICES</b>	<b>2</b>
<b>2.0 GENERAL REQUIREMENTS</b>	<b>3</b>
<b>2.1 COUNTY PERSONNEL – COUNTY CONTRACT ADMINISTRATOR</b>	<b>3</b>
<b>2.2 CONTRACTOR’S PERSONNEL</b>	<b>4</b>
<b>3.0 QUALITY CONTROL</b>	<b>5</b>
<b>3.1 CONTRACTOR EMPLOYEES</b>	<b>5</b>
<b>3.2 TELEPHONE COVERAGE</b>	<b>8</b>
<b>3.3 COMPLAINTS</b>	<b>8</b>
<b>3.4 COMPLIANCE AND PERFORMANCE MONITORING</b>	<b>9</b>
<b>4.0 AUCTION REQUIREMENTS</b>	<b>9</b>
<b>4.1 AUCTION PREPARATION</b>	<b>9</b>
<b>4.2 AUCTION APPRAISALS</b>	<b>12</b>
<b>4.3 AUCTION MARKETING</b>	<b>13</b>
<b>4.4 INTERNET AUCTIONS</b>	<b>14</b>
<b>4.5 AUCTION DAY</b>	<b>14</b>
<b>4.6 POST AUCTION ACTIVITIES</b>	<b>18</b>
<b>4.7 FIELD AUCTIONS</b>	<b>19</b>
<b>4.8 ADDITIONAL AUCTIONEERING SERVICES</b>	<b>21</b>
<b>5.0 QUALITY ASSURANCE PLAN</b>	<b>20</b>
<b>5.1 MEETINGS</b>	<b>20</b>
<b>5.2 CONTRACT DISCREPANCY REPORT</b>	<b>20</b>
<b>5.3 GOVERNMENT OBSERVATIONS</b>	<b>21</b>
<b>6.0 RESPONSIBILITIES</b>	<b>21</b>
<b>6.1 COUNTY PERSONNEL</b>	<b>21</b>
<b>6.2 CONTRACTOR CONTRACT MANAGER</b>	<b>21</b>
<b>6.3 CONTRACTOR PERSONNEL</b>	<b>22</b>
<b>6.4 MATERIALS AND EQUIPMENT</b>	<b>22</b>
<b>6.5 TRAINING</b>	<b>22</b>
<b>6.6 CONTRACTOR’S OFFICE</b>	<b>22</b>
<b>7.0 COUNTY OF LOS ANGELES HOLIDAYS</b>	<b>23</b>
<b>8.0 PERFORMANCE REQUIREMENTS SUMMARY</b>	<b>23</b>

## **1.0 SCOPE OF WORK**

### **1.1 BACKGROUND**

- 1.1.1 In Los Angeles County, the Treasurer and Tax Collector (TTC) serves as the Public Administrator, which administers decedents' estates. The Public Administrator, under contract, also provides accounting and administrative services to the Public Guardian division of the Department of Mental Health (DMH/PG), which represents conservatee estates. The California Probate Code authorizes the Public Administrator to sell by public or private sale the property of decedent and conservatee estates, when necessary, for the best interest of the estate or benefit of the conservatee.
- 1.1.2 The TTC's Public Administrator division is responsible for safeguarding estate assets and liquidating them, or distributing them in-kind to those entitled, in accordance with the California Probate Code. When personal property is found, it is packed in boxes and crated for storage in TTC's Warehouse until it becomes necessary to sell the property. Valuables, such as jewelry and coins, are stored in a vault at another location. Vehicles, including but not limited to, cars, trucks, motorcycles and trailers, are towed to TTC's Warehouse for storage.
- 1.1.3 TTC maintains a computerized estate management system that maintains an inventory of all estate property and records the financial transactions associated with each estate. This system is also used to generate auction lists and, on the day of the auction, record and reconcile the sales transactions to ensure complete accountability over the estate assets.

## 1.2 SCOPE OF SERVICES

- 1.2.1 Personal property auctions are generally held monthly, preferably at 9:00 a.m. on the second Saturday of the month, at TTC's Warehouse, 16610 E. Chestnut Street, City of Industry, California 91748. The TTC has the sole responsibility for setting auction schedules. TTC and the Contractor may agree to a different auction schedule if the need arises. Historically, TTC holds ten (10) monthly auctions each year. The frequency, however, is dependent on the quantity of items designated by the TTC as available for auction. TTC guarantees no minimum compensation for any Personal Property auction.
- 1.2.2 Property to be auctioned (i.e., property authorized for sale only) may include any form of personal property, including but not limited to, appliances, electronics, clothing, equipment, furniture, artworks, home furnishings, bric-a-brac, jewelry, tools and vehicles.
- 1.2.3 If the situation warrants, the TTC may request the Contractor to conduct field auctions. Typically these would include auctioning personal property at a residence or storage unit, where it is not cost effective to move the property to the TTC warehouse, or where there are fixtures or large stock located at a place of business.
- 1.2.4 The Contractor shall be responsible for the initiation, completion, and associated costs for all advertising, which shall include listing items on the Contractor's Website. Such listings shall include but not be limited to, photographs of items, detailed descriptions, and disclosure of valuable items. Additional advertising efforts shall include auction notice production and mailing, mailing list maintenance, and auction catalog production.
- 1.2.5 The identification of valuable, unique and/or distinctive items will be done jointly by the Contractor and TTC staff. If there is any question as to the identity of valuable items, TTC staff (County Contract Manager or County Contract Monitor) will make the final determination. Contractor must use best efforts to maximize estate income by recognizing high

value, collectable or otherwise intrinsically valuable items. This will include the Contractor and/or TTC acquiring an independent appraiser(s) and may involve the use of Internet marketing/sales by the Contractor to attract appropriate customers.

1.2.6 Contractor is responsible to ensure the Auctioneer and/or Appraiser is qualified, knowledgeable, experienced, and maintains, as applicable, the appropriate certifications and/or licenses necessary to perform their duties. In the event of the Auctioneer's or Appraiser's negligence or malfeasance, Contractor shall be liable for any loss to an affected estate, or cost or expense incurred by the County therefrom.

1.2.7 All auctioneering services shall be completed in accordance with the following regulations and any other regulations unique to the particular property or sale:

1.2.7.1 California Probate Code Sections 10250-10264, governing the sale of personal property;

1.2.7.2 California Welfare and Institutions Code Section 10850, and applicable privacy provisions of the federal Health Insurance Portability and Accountability Act (HIPAA), governing the confidential nature, availability, and disclosure of records related to DMH/PG conservatees;

1.2.7.3 California Civil Code Title 2.95 of Part 4 of Division 3 (Section 1800.600 et seq.), governing auctions; and

1.2.7.4 California Probate Code Sections 2541-2545 governing guardian or conservator sale of personal property.

## **2.0 GENERAL REQUIREMENTS**

### **2.1 COUNTY PERSONNEL – COUNTY CONTRACT ADMINISTRATOR**

The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract, act as the central liaison for the TTC and the County, and monitor the Contractor's compliance with the Contract and overall performance with regards to all of the required services.

## 2.2 CONTRACTOR'S PERSONNEL

- 2.2.1 Contract Manager: The Contractor shall assign a Contract Manager, and a designated alternate, to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the contract. The Contract Manager, or the alternate, shall be available on a daily basis Monday through Friday during the hours of 7:00 a.m. and 4:00 p.m. (Pacific Time) for telephone contact and to meet with County personnel regarding the operation of the contract.
- 2.2.2 Auction Manager: The Contractor is also required to designate an individual to act as Auction Manager. The Auction Manager shall provide overall management and coordination of the day-to-day auction operations and services provided under the Contract. The Auction Manager or designated alternate shall be available from 7:00A.M. to 4:00P.M (Pacific Time) to oversee the applicable auction preparations. In addition, the Auction Manager or designated alternate will be on site during each auction to oversee the auction day activities beginning at 7:00 a.m. and throughout its duration.
- 2.2.3 Notice of Personnel Changes: The Contractor shall inform the TTC Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager, alternate Contract Manager, Auction Manager, and alternate Auction Manager at the time the Contract is implemented and as changes occur during the term of the Contract. Such notification shall be made by the Contractor no later than five (5) business days after a change occurs and shall include a current resume for the new person. The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

### **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan may be in a chart format and shall be submitted to the County Contract Monitor for review ten (10) business days prior to the Contract start date and within ten (10) business days when changes occur during the term of the Contract. The plan shall include, but may not be limited to the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request;
- C. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable and not in compliance with the Contract;
- D. The methods for controlling and monitoring for the prevention of loss, theft, or damage of any property by Contractor employees.
- E. The methods for documenting the monitoring results and, if necessary, the corrective action taken; and
- F. The method for assuring that confidentiality of Conservatee information is maintained while in the care of the Contractor.

### **3.1 CONTRACTOR EMPLOYEES**

3.1.1 The Contractor is responsible for providing the training and supervision of the personnel assigned to perform services under the Contract. Personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them. TTC shall have the sole right to approve the assignment or replacement of any Contractor employee. However, any employee of the Contractor who, in the opinion of TTC, is unsatisfactory shall be removed from the

performance of services related to the Contract immediately upon the written request of the TTC Contract Administrator.

- 3.1.2 All personnel who provide services pursuant to the Contract must sign and adhere to the "Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement", Exhibit G2. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator within five (5) business days of assigning a Contractor employee to TTC's Contract.
- 3.1.3 All Contractor employees performing work under this Contract, pursuant to Appendix A, Sample Contract, Subparagraph 7.5, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks will be performed in the manner and method required by TTC, which may include, but are not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.
- 3.1.4 The Contractor shall ensure a high standard of conduct by its personnel, including compliance at all times with any applicable State and Federal regulations related to personal property auctions and the

specific requirements of the Contract. The Contractor represents and warrants that the firm, its agents and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with the Contractor's duties under this Contract, including the purchase, indirectly or through some agency, of estate articles for later resale, whether or not for profit. The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees (e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, grandchild or domestic partner) are specifically prohibited from the following activities:

- 3.1.4.1 Directly or indirectly purchasing property from any Los Angeles County Public Administrator auction or sale;
  - 3.1.4.2 Entering into business partnerships with or soliciting or accepting business from any TTC employee;
  - 3.1.4.3 Using any relationship with the County of Los Angeles or any special or insider knowledge of the property for the benefit or gain of any other person or entity other than the decedent or conservatee estate for which the property is being sold.
- 3.1.5 The Contractor's personnel assigned to provide services under the Contract shall, at a minimum, possess the following:
- 3.1.5.1 Ability to speak, read and write fluently in the English language;
  - 3.1.5.2 Ability to communicate effectively using good judgment and discretion;
  - 3.1.5.3 Prior training and experience in performing the required services;
  - 3.1.5.4 Successful completion of a background and security investigation ;
  - 3.1.5.5 Ability to comply with the requirements of the contract.

3.1.6 One or more of Contractor's employees should have a variety of specialized expertise with the ability to appropriately identify unique, unusual and distinctive items, e.g., fine art, collectibles, period furniture, artifacts, antiques, etc. The Contractor shall research and provide detailed information regarding an item's rarity, value or controversy, and shall provide copies of valid certificates as documentation.

### **3.2 TELEPHONE COVERAGE**

The Contractor shall have a listed business telephone number with staff available to receive telephone calls from prospective bidders requesting information concerning the auction. At a minimum, Contractor's personnel shall be available to provide information and assistance to prospective bidders during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. A recorded message is acceptable for after-hours. A toll-free telephone number is desirable.

### **3.3 COMPLAINTS**

3.3.1 In the event the Contractor receives any oral or written complaints regarding an account referred or assigned to the Contractor under the contract, the Contractor shall immediately notify the County Contract Monitor by telephone. Such notification shall be followed up in writing within three (3) business days. The Contractor shall provide the County Contract Manager with a copy of any written complaint within three (3) business days of receipt of same. The County Contract Manager shall immediately notify the Contractor, by telephone, of any oral or written complaints received by TTC about the Contractor, will follow up in writing within three (3) business days, and shall provide the Contractor with copies of any written complaints received by TTC within three (3) business days of receipt.

3.3.2 Contractor shall maintain a master complaint log of all complaints received. The Contractor shall promptly investigate all complaints received and provide a written report to the County Contract Manager regarding the disposition of each oral and written complaint within five

(5) business days of written notification of such complaint. Minimum elements of the written report shall include a statement of the complaint, identification by name of the Contractor employee(s) involved, results of Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint. The County retains the right to terminate the contract in accordance with Appendix A, Sample Contract, Subparagraph 8.42, Termination for Default, if the Contractor does not take any action with regard to said complaint(s).

### **3.4 COMPLIANCE AND PERFORMANCE MONITORING**

The TTC shall, on a regular basis, monitor the Contractor's performance based on, but not limited to, the following:

- 3.4.1 Compliance with contract terms;
- 3.4.2 Quality of services provided;
- 3.4.3 Accuracy in providing the services;
- 3.4.4 Adherence to required schedules and formats;
- 3.4.5 Actual sales performance, including advertising, auction calling and other marketing activities;
- 3.4.6 Compliance with the Performance Requirements Summary located in Appendix C, Technical Exhibits.
- 3.4.7 Ability to recognize and assess value, and appropriately market property items, as to effectively generate and maximize estate revenue.

## **4.0 AUCTION REQUIREMENTS**

### **4.1 AUCTION PREPARATION**

- 4.1.1 TTC shall designate the personal property, including autos that will be auctioned by the Contractor. The Contractor's physical inspection of the property must take place as soon as practical to ensure that item descriptions are available for advertising, which shall include Internet advertising. It is required that the Contractor view, jointly with TTC, the

vault stored items (e.g., jewelry, coins, artwork, etc.) located at the Public Administrator's Headquarters' as soon as possible to identify valuable, unique and/or distinctive items for possible advertising, and to obtain appraisal(s) of items. The property in crates at the warehouse cannot be viewed until Sub-paragraph 4.1.2 is initiated.

- 4.1.2 TTC staff will move crates to a staging area in the warehouse one month prior to the upcoming auction.
- 4.1.3 Starting on the next business day after the prior auction or thirty (30) days prior to the upcoming auction, TTC staff will "pull" autos and personal property at the warehouse, and jewelry and other items at the vault, for the next auction. TTC staff will notify the Contractor when the "pulled" items are available for review. The Contractor shall view the "pulled" autos and personal property at the warehouse, and the jewelry and other items at the vault, at least fifteen (15) calendar days prior to auction. The Contractor shall photograph the pulled property for marketing purposes. The Contractor shall assign lot numbers to the jewelry and other vault items. Concurrently, the Contractor shall sign the Property Sheet (County form PA 65) verifying all vault items that were lotted and set aside for auction.
- 4.1.4 TTC staff will review items for the auction at the warehouse and assign the initial lots and appropriately merchandise the property within five (5) business days after the property is removed from the crates. TTC will generate a write-up of these items for submission to the Contractor for the creation of the auction catalog.
- 4.1.5 High-end and Specialty Collectables. Appraisal shall be initiated, market value determined, and direct/private sale method determined. TTC will consider innovative marketing approaches, including the use of the Internet, provided Contractor includes appropriate security and control over any and all sales transactions, or other marketing plan developed, as approved by TTC.

- 4.1.6 Jewelry and Other Specialty Items: The Contractor shall photograph each auto, significant furniture piece, valuable, unique and/or distinctive piece of jewelry, or other unique item, for marketing purposes. Contractor shall perform this work at minimum ten (10) business days prior to the scheduled auction.
- 4.1.7 TTC reserves the right to arrange for its own appraisers and will disclose any appraisals made to the Contractor. In all cases, reserves, i.e., predetermined minimum values/starting bid amounts, shall be established by TTC.
- 4.1.8 TTC shall provide tables and set up chairs for the auction. Glassed jewelry display counters shall also be provided by TTC. The Contractor will be responsible for providing any additional display cabinets and other fixtures that they deem necessary. The Contractor shall provide audio equipment, including microphones, speakers, digital recorders, and a portable public address system for use at the warehouse auction and at field sales.
- 4.1.9 After the write-up is completed and entered into TTC's case management information system, the Contractor cannot rearrange the property or change the lot numbers.
- 4.1.10 The Contractor will submit two copies of the auction catalog to TTC no later than three (3) business days prior to the auction date, one each to the attention of:

Ilse Hipfel  
 County Contract Manager/  
 Assistant Operations Chief  
 320 W. Temple Street, 9<sup>th</sup> Floor  
 Los Angeles, CA 90012

and

Ken Blue  
 County Contract Monitor/  
 Warehouse Supervisor  
 16610 Chestnut Ave.  
 City of Industry, CA 91748

- 4.1.11 Contractor shall not remove any property from the warehouse premises, unless the property belongs to the Contractor or Contractor staff.

- 4.1.12 Contractor shall be responsible and liable for the loss, theft, or damage of any property, which is attributable to Contractor employees.

## 4.2 AUCTION APPRAISALS

- 4.2.1 Contractor's appraiser **must** recognize and identify objects, antique and contemporary, utilitarian and non-utilitarian in order to maximize the value of the estate.
- 4.2.2 In the event Contractor is unable to provide appraisal expertise as to a unique item or specialized collectables, the Contractor shall contact the County Contract Monitor/Warehouse Supervisor to determine the feasibility of retaining a special appraiser or other artisan to determine both the value of the collectable and its marketability in a particular venue or by a particular method.
- 4.2.3 Contractor shall provide TTC with a resume and certification(s) (e.g., American Society of Appraisers, International Society of Appraisers, etc) for any appraiser utilized under this Contract prior to engaging the Appraiser's services for the evaluation of a particular item(s). TTC shall have the right to approve the assignment or replacement of any appraiser recommended by the Contractor, or to designate, and compensate, any appraiser TTC elects to utilize in lieu of an appraiser nominated by the Contractor.
- 4.2.4 In the event it is discovered that an appraiser, selected in whole or upon the agreement or recommendation of the Contractor, knowingly undervalued an item(s), Contractor bears full responsibility of such negligent actions and shall be assessed accordingly pursuant to the Performance Requirements Summary (Technical Exhibit 2 of Appendix C).
- 4.2.5 TTC reserves the right to acquire an independent appraiser, at TTC's expense, for any particular estate or portion of an estate.

### 4.3 AUCTION MARKETING

4.3.1 The Contractor shall develop a marketing plan for each auction that will cover the buyer's premium, advertising (including the Internet and direct mail pieces), and an auction catalog for prospective bidders on the day of the auction. The marketing plan shall be submitted to TTC, to the attention of County Contract Manager and County Contract Monitor, as shown above, no later than ten (10) business days prior to the auction and shall include, at a minimum, the following:

- 4.3.1.1 Number of names on the mailing list;
- 4.3.1.2 Identification of any unique or "specialty" items, e.g., art, rare books and records, jewelry, or antiques, shall be posted on the Internet and incorporated into the mailing list;
- 4.3.1.3 Postcards or acceptable media notifying potential Bidders of unique or specialty items in the upcoming auction;
- 4.3.1.4 Anticipated ad size, run dates and names of media publications;
- 4.3.1.5 Any other advertising or direct mailing, including use of the internet and Contractor's Website, proposed for the upcoming auction;
- 4.3.1.6 Samples of the direct mail pieces.

4.3.2 Newspaper, other print media, electronic or Internet advertising shall be published at least one Sunday before the scheduled auction. Valuable, unique and/or distinctive items and estates of well-known persons should be highlighted in the advertisement, as appropriate. TTC reserves the right to suspend or differentially treat items deemed, in TTC's sole discretion, to be culturally, ethnically or otherwise sensitive or distasteful. After TTC's approval of the marketing plan, the Contractor shall submit the advertising proofs to TTC for final review and approval by 10 a.m. on the Wednesday falling ten (10) calendar

days before the auction. No advertisements, including Internet postings, shall be placed without TTC's prior approval of the proofs and/or images and captions.

- 4.3.3 The Contractor shall develop and maintain a mailing list, which shall include email addresses, for the purpose of notifying prospective buyers of Auction site information and future auctions, and provide a copy to TTC. At a minimum, postcard notices of upcoming auctions should be mailed to prospective buyers. Following each auction, the Contractor shall update the mailing list with the names of bidders. TTC shall provide the Contractor with any additions to the mailing list on a monthly basis. Contractor shall provide TTC with a copy of the updated list on a monthly basis (this list should be provided to TTC long with the marketing plan). The mailing list can be submitted in hard copy or in electronic form (i.e., computer disk) as defined by TTC.
- 4.3.4 The Contractor shall send the direct mail notices to all prospective bidders whose names appear on the mailing list at least two (2) weeks in advance of each auction in order to verify their respective addresses and provide County Contract Manager confirmation of mailing, e.g., copies of certified return receipts, if any.

#### **4.4 INTERNET AUCTIONS**

TTC will consider innovative marketing approaches, including the use of the Internet, provided Contractor includes appropriate security and control over any and all sales transactions. Upon approval by TTC, Contractor will work with the TTC staff to select, prepare, photograph, and coordinate the sale of estate assets using the Internet as an advertising and sales medium and auction venue. Contractor and TTC County Contract Manager will agree as to the items that will be selected and the terms surrounding the Internet auction options.

#### **4.5 AUCTION DAY**

- 4.5.1 TTC shall arrange and pay for building security and crowd control by providing a minimum of two (2) armed officers from the County's

Safety Police or an alternative source. The Contractor is responsible for the safeguarding of all personal property available for auction and all cash handling. The Contractor is responsible for any losses of personal property and any shortages in cash.

- 4.5.2 The Contractor shall provide adequate staff to complete the public auction, maintain the monitoring of property, and provide cashiering and check out services in a timely manner and assist buyers in receiving their purchased items, i.e. loading furniture, large objects, vehicles, etc. All Contractor's staff and representatives shall wear matching shirts, jackets, or vests with Contractor's logo clearly visible, in order to be easily identified by the public and by TTC.
- 4.5.3 The Contractor shall provide an auctioneer to be present and conduct the public auction at the TTC warehouse. The auctioneer shall be an employee of the Contractor, not a subcontractor, unless agreed to in writing by TTC, and shall at all times comply with the terms of California Civil Code Title 2.95 of Part 4 of Division 3.
- 4.5.4 The jewelry and other vault items will be brought from the vault to the warehouse by the County's Safety Police on the morning of the auction. The Contractor and TTC staff will jointly verify all items delivered.
- 4.5.5 The property shall be available for inspection to prospective bidders by 7:30 a.m., or as soon as possible thereafter, on the day of the auction. The Contractor shall have sufficient staff in all areas of the warehouse to assist bidders in inspecting the property and to safeguard the estates' property.
- 4.5.6 The Contractor shall make arrangements to have a fully licensed and permitted catering truck on the premises no later than 7:30 a.m., to remain throughout the period of the auction.
- 4.5.7 The Contractor shall register all prospective bidders. Each prospective bidder shall sign a register list and fill out a "Registration Form" in a format to be provided by TTC. The Registration Form shall be used to

screen all prospective bidders for any characteristics which would disqualify them from bidding, including employment of the bidder or bidder's family member by the Treasurer and Tax Collector, Contractor, or other disqualifying employment. The number of the Registration Form shall be used as the buyer number during the auction. Registration of prospective bidders shall begin at 7:30 a.m. on the day of the auction. There shall be no proxy or phone-in bids allowed.

- 4.5.8 Each prospective bidder shall pay a ONE HUNDRED DOLLAR (\$100.00) deposit in the form of cash, credit card, debit card, or cashier's check in order to be registered to bid in the auction. The deposit shall be used as a credit toward any purchase by the bidder. If no purchase is made or a purchase is less than ONE HUNDRED DOLLARS (\$100.00), the difference is refundable.
- 4.5.9 The Contractor shall begin the auction at 9:00 a.m. The Contractor shall auction the items in chronological order, unless otherwise agreed upon by the TTC's Representative, County Contract Manager or County Contract Monitor.
- 4.5.10 At the opening of the auction, the legal notice and terms of sale will be read aloud to the prospective bidders by the Contractor's personnel. The Contractor will record the entire sale process, and upon the request of TTC staff, submit a copy of the audio or video recording to TTC no later than two (2) business days following the request.
- 4.5.11 The Contractor and TTC shall separately record each bid and buyer number on an "Auction Sheet" to be provided by TTC. The Contractor and TTC shall compare and reconcile their Auction Sheets with one another throughout the auction and before posting to TTC's automated system, and Contractor's independent backup system.
- 4.5.12 The Contractor's staff shall input sales information into TTC's automated computer system via on-site terminals. The Contractor shall provide an independent backup system, e.g., manual

(handwritten), computerized or other automated system, to record sales transactions in the event of a TTC automated system failure, power interruption, or similar occurrence.

- 4.5.13 The Contractor's staff shall collect all bidder deposits and payments, including sales tax and any buyer's premium, and issue receipts generated from TTC's automated system. In the event TTC's automated system is not available, sequentially numbered receipts shall be issued from the Contractor's independent backup system. Contractor shall accept a variety of payment media, e.g., cash, credit cards, debit cards, cashier's checks, or other acceptable methods of payment. The Contractor shall establish its own criteria for accepting checks and other payment media. The Contractor shall be solely responsible for any resultant non-payments associated with such payments and for any fees associated with accepting and processing such payments.
- 4.5.14 The Contractor shall maintain adequate internal controls over cash handling during the auction and shall be solely responsible for any cash shortfall to TTC.
- 4.5.15 The Contractor shall immediately contact the TTC representative at the public auction whenever any extraordinary problem occurs during the auction. The Contractor shall confer with the TTC representative before final resolution to the problem.
- 4.5.16 TTC shall have sole discretion in determining which items will or will not be sold at auction, including items which may have been displayed and/or advertised to the public. Those entitled to the property set for auction, or to its proceeds, i.e., the next-of-kin of the decedent or the conservatee, have the legal authority to "pull" (remove) from the auction any item of property they do not want sold. This authority may be exercised at any time, up to but not including the passage of title to the successful bidder, i.e., the fall of the gavel or pronouncement of "sold". The Contractor shall have no claim for any cost or expense

incurred prior to “pulling” the item(s) against TTC, the estate or conservatee, except for direct charges such as a battery purchased and installed in a vehicle which is later pulled from auction. Services expended, such as for cleaning and set up, and advertising costs, cannot be claimed.

4.5.17 TTC shall have sole discretion to cancel an auction or to change the auction date.

4.5.18 Any changes the Contractor proposes to the auction process or operation must be approved in writing by TTC prior to the auction.

#### **4.6 POST AUCTION ACTIVITIES**

4.6.1 The Contractor shall be responsible for the release of all property sold at the auction upon payment in full of the sale amount. The Contractor’s staff shall assist bidders in removing large items from the premises. Purchased items are to be removed from the premises by the end of the auction day. Any items, including vehicles, not removed by the close of business on auction day become the responsibility of the Contractor. The Contractor must remove such items from the warehouse by the close of business the next business day after the auction, unless otherwise approved and agreed to by TTC representatives. TTC is not liable for damages incurred to sold items left at TTC warehouse for future removal by Buyers or the Contractor.

4.6.2 Any lots not sold on auction day shall be returned to the County Contract Monitor before the close of business on auction day.

4.6.3 The Contractor’s staff shall collect receipts for all payments made by bidders and confirm the correct amount and gross receipts with TTC. The Contractor shall deduct the sales commission and other expenses pre-approved by TTC to be paid from the gross receipts. Payment of the net proceeds shall be made to TTC via check which can be delivered in person, by certified mail or express delivery, or by wire. Net proceeds must be received no later than 12:00 noon (Pacific Time) on the first business day after the auction, to the County Contract

Administrator. Payment shall be accompanied by a schedule of any pre-approved expenses, e. g., car batteries or tires.

- 4.6.4 The Contractor's Contract Manager shall be available for an after-auction debriefing or other meeting, if required at the sole discretion of the County Contract Manager or County Contract Monitor.

#### **4.7 FIELD AUCTIONS**

Due to the unique nature of field sales, TTC shall set forth the specific details of the individual field auction. Such details are subject to negotiation between the parties and shall be mutually agreed to in writing by TTC and Contractor before implementation.

#### **4.8 ADDITIONAL AUCTIONEERING SERVICES**

- 4.8.1 In meeting the needs of the County, Contractor from time-to-time may be required to provide as needed augmented auctioneering services dependent upon prior approval by TTC. The augmented auctioneering services shall be based upon the needs of the requesting County department, which may include, but are not limited to, auction dates and times, location of auction(s), staffing requirements of County and/or Contractor, and method of remitting auction proceeds; which shall be determined by mutual agreement between the requesting County department and Contractor. At such time, TTC will execute an Amendment to the Contract with the Contractor for such services. The requesting department shall negotiate a Commission Rate and Buyer's Premium, as applicable, for the augmented services not to exceed the Contract Commission Rate and Buyer's Premium set forth in Paragraph 5.0, Commission Rate and Buyer's Premium, of the Contract.

- 4.8.2 From time to time, TTC may request Contractor to auction property other than those handled by the Public Administrator. These situations will be considered "Special Circumstance" auctions. Commissions for these auctions will be agreed to in writing between the TTC and Contractor's Contract Manager, not to exceed the

Contract Commission Rate and Buyer's Premium set forth in Paragraph 5.0, Commission Rate and Buyer's Premium, of the Contract. The Special Circumstance auctions will be subject to the terms and conditions of this Contract and its Statement of Work, with any exceptions or additional conditions set forth in writing and signed by the TTC and Contractor's Contract Manager.

## **5.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

### **5.1 MEETINGS**

Contractor shall meet with the County Contract Manager at reasonable times, as determined by the County Contract Manager. Failure to attend mandatory meetings will be cause for an assessment of one thousand dollars (\$1,000.00) per occurrence.

### **5.2 CONTRACT DISCREPANCY REPORT (Technical Exhibit 1 of Appendix C)**

Verbal notification of a Contract discrepancy will be made to the County Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten (10) workdays.

### **5.3 GOVERNMENT OBSERVATIONS**

County and/or personnel from other governmental jurisdictions may from time to time observe Contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 COUNTY PERSONNEL**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Change Notices and Amendments.

### **CONTRACTOR**

#### **6.2 CONTRACTOR CONTRACT MANAGER**

- 6.2.1 Contractor shall provide a full-time or part-time Contract Manager or designated alternate consistent with the level of contracted service(s). County must have access to the Contract Manager during normal warehouse hours of **7:00 a.m. to 4:00 p.m., Monday through Friday**, for telephone contact and to meet with TTC personnel designated to discuss the operation of the contract. In the event Contract Manager is not available the Alternate shall be available to act on behalf of the Contract Manager.

6.2.2 Contract Manager shall act as the Contractor's central point of contact with the County. Contract Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

6.2.3 Contract Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.3 CONTRACTOR PERSONNEL**

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must read, write, and speak English.

### **6.4 MATERIALS AND EQUIPMENT**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee

### **6.5 TRAINING**

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

### **6.6 CONTRACTOR'S OFFICE**

Contractor shall maintain an office with a telephone number, preferably toll-free, in the company's name where Contractor conducts its main business. The office shall be staffed during the hours of **7:00 a.m. to 4:00 p.m., Monday through Friday**. Contractor must have at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

## **7.0 COUNTY OF LOS ANGELES HOLIDAYS**

The Contractor is not required to work on the following County recognized holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS or as determined by TTC, request direct payment to TTC if any assessments are incurred.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County from the Contractor's commission, direct payment or on the Contractor's future invoice, as appropriate.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

**EXHIBIT B**  
**Personal Property Auctioneering Services**

**COMMISSION RATE AND BUYER'S PREMIUM**

**Commission as Percentage of Gross Sales: 22%\*\***

**Buyer's Premium: 15%\*\***

**\*\* Expressed as a percentage.**

# **EXHIBIT C**

## **CONTRACT TECHNICAL EXHIBITS**

**EXHIBIT C**  
**TECHNICAL EXHIBITS**  
**TABLE OF CONTENTS**

<u>Exhibits</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT .....	1
2 PERFORMANCE REQUIREMENTS SUMMARY CHART .....	2



**TECHNICAL EXHIBIT 2**  
**PERSONAL PROPERTY AUCTIONEERING SERVICES**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract-Contractor & SOW 2.2	Contractor shall notify the County in writing of any change in name or address of the Contract Manager, Auction Manager and alternate Auction Manager within 5 business days; as applicable with resume.	Inspection & Observation & Complaints	\$100 per day that notification is late.
Contract: Paragraph 7.3, Background and Security Investigation	Employee Background Checks.	Complaints, spot checks of assigned personnel.	\$500 per incident of noncompliance.
Contract: Paragraphs 8.23 and 8.24, Insurance	Maintain required insurance policies.	Receipt and review of insurance information.	\$100 per day late; following policy expiration, ie, coverage not maintained. Contract termination at TTC's option.
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	\$50 per occurrence; ie. upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not recovered within 48 hours.
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement, Subparagraph 8.37.4.	Provide required financial statements according to schedule.	Review of reports	\$50 per each day that report is late.
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 7.6, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to TTC within 3 working days.	Review of reports; complaints	<ul style="list-style-type: none"> <li>• \$100 per day per employee when form not signed.</li> <li>• \$1,000 per unauthorized release of information.</li> </ul>
SOW: Sub-paragraph 5.1 - Meetings	Contractor's representative to attend monthly meeting.	Attendance	\$1,000 per occurrence
SOW: Sub-paragraph 3.3, Complaints	Handle complaints as required.	Complaints, review of logs.	\$ 100.00 per day late.

**TECHNICAL EXHIBIT 2**  
**PERSONAL PROPERTY AUCTIONEERING SERVICES**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
SOW: Sub-paragraph 4.1, Auction Preparation	Perform auction preparation as required.	On-site monitoring	\$ 200.00 per incident of non-compliance; \$ 100.00 per day late.
SOW: Sub-paragraph 4.2, Auction Appraisals	Perform recommended appraisals as required.	On-site monitoring	\$1,000 per incident of failure to provide or communicate with TTC the need for special appraiser
SOW: Sub-paragraph 4.2, Auction Appraisals, Section 4.2.4	Under valuation of assets.	On-site monitoring, second opinion	\$1,000 per item undervalued; Contract termination at TTC's option
SOW: Sub-paragraph 4.3, Auction Marketing	Develop and Implement marketing plan as required.	Review of plan and actual ads, mailings, etc.	\$ 500.00 per incident of non-compliance.
SOW: Sub-paragraph 4.5 Auction day, Section 4.5.7	All prospective bidders signed register list, filled out a "Registration Form", and were screened for disqualification.	On-site monitoring; review of register list and "Registration Forms"	\$ 1000 per each bidder not registered; \$ 1000 per incident of proxy or phone-in bid.
SOW: Sub-paragraph 4.5 Auction Day	Auction conducted as required.	On-site review of auction; review of audio or video recording	\$ 100.00 per incident of non-compliance.
SOW: Sub-paragraph 4.5 Auction Day, Section 4.5.2	Contractor personnel all wearing clothing with identifiable logo or Contractor name	On-site observation.	\$ 100.00 per person per auction not properly attired.
SOW: Sub-paragraph 4.5 Auction Day, Section 4.5.10	Audible recording submitted within 1 business day of auction.	Receipt and review of recording .	100.00 per day late; \$ 500.00 per inaudible recording.
SOW: Sub-paragraph 4.6 Post Auction Activities	Net proceeds remitted to TTC timely and accurately.	Review of receipts and expenses.	\$1,000.00 per incomplete/inaccurate remittance; \$500.00 per day late.

## CONTRACTOR'S EEO CERTIFICATION

CWS Marketing Group  
 Contractor Name  
1808 Iowa Street, Costa Mesa, CA 92626  
 Address  
65-0862105  
 Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |                                                                                                                                                                                      |                                         |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.                                                                             | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.                                                                                   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.                                                              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

\_\_\_\_\_  
 Authorized Official's Printed Name and Title

\_\_\_\_\_  
 Authorized Official's Signature

\_\_\_\_\_  
 Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Craig Hendrickson  
Title: Operations Chief  
Address: 320 W. Temple, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: 213/974-0404  
Facsimile: 213/617-7580  
E-Mail Address: [chendrickson@ttc.lacounty.gov](mailto:chendrickson@ttc.lacounty.gov)

**COUNTY CONTRACT MANAGER:**

Name: Ilse E. Hipfel  
Title: Assistant Operations Chief  
Address: 320 W. Temple, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: 213/974-0419  
Facsimile: 213/617-7580  
E-Mail Address: [ihipfel@ttc.lacounty.gov](mailto:ihipfel@ttc.lacounty.gov)

**COUNTY CONTRACT MONITOR:**

Name: Ken Blue  
Title: Head, Staff Services  
Address: 16610 E. Chestnut Street, City of Industry, CA 91748  
Telephone: (626) 336-2364  
Facsimile: (626) 330-5709  
E-Mail Address: [kblue@ttc.lacounty.gov](mailto:kblue@ttc.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CWS Marketing Group**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S CONTRACT MANAGER:**Name: Sean FraleyTitle: West Region DirectorAddress: 1808 Iowa Street, Costa Mesa, CA 92626Telephone: (714) 264-5740Facsimile: (714) 434-1777E-Mail Address: [sfraley@cwsmarketing.com](mailto:sfraley@cwsmarketing.com)**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: C. William StearmanTitle: PresidentAddress: 11091 Crooked Stick Lane, Carmel, In 46032Telephone: (317) 844-4270Facsimile: (317) 844-4388E-Mail Address: [cwstearman@cwsmarketing.com](mailto:cwstearman@cwsmarketing.com)Name: Sean FraleyTitle: West Region DirectorAddress: 1808 Iowa Street, Costa Mesa, CA 92626Telephone: (714) 264-5740Facsimile: (714) 434-1777E-Mail Address: [sfraley@cwsmarketing.com](mailto:sfraley@cwsmarketing.com)**Notices to Contractor shall be sent to the following:**Name: Sean FraleyTitle: West Region DirectorAddress: 1808 Iowa Street, Costa Mesa, CA 92626Telephone: (714) 264-5740Facsimile: (714) 434-1777E-Mail Address: [sfraley@cwsmarketing.com](mailto:sfraley@cwsmarketing.com)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090

**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

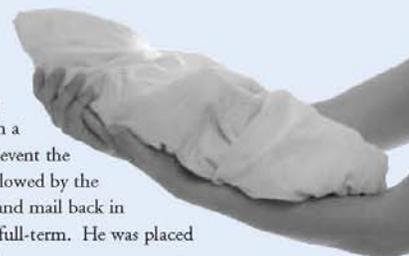
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

